



November 19, 2019

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Via email and U.S. Mail

Re: UC Affiliation with Entities that Impose Religious Restrictions on Health Care

Dear Chancellor Wilcox and Chair Rodriguez:

As you may be aware, over the past year the UC community was roiled by the proposal for an extensive affiliation between UCSF and Dignity Health that was before the Board of Regents. In May, facing extensive opposition, UCSF dropped the plan. Our organizations publicly expressed our very serious concerns about this deal at the time to UCSF leadership and to the Board of Regents.¹ Dignity Health imposes significant religious restrictions that prohibit the provision of evidence-based, comprehensive reproductive health care and gender-affirming care in its Catholic hospitals, resulting in harmful and discriminatory treatment of patients.

Although UC Riverside was not, to our knowledge, actively involved in the discussion involving the UCSF/Dignity Health affiliation, it was made clear during the debate over the deal that it was intended to serve as a model for affiliations throughout the UC system.

¹ Letter from ACLU of Foundation of Northern California, National Center for Lesbian Rights and National Health Law Program, to Mark Laret, President and CEO, UCSF Health and Sam Hawgood, Chancellor, University of California, San Francisco (Mar. 12, 2019) (on file with author).

When advocating for the affiliation, UC representatives repeatedly asserted that the religious health care directives followed by Dignity Health would not prevent UC providers placed in Dignity Health hospitals from treating patients in accordance with UC's mission and its legal obligations to provide care that is free of bias and religious influence.

Documents provided by UC, however, in response to a Public Records Act request, reveal that even at the time of these assertions, UCSF *already had* entered into contracts with Dignity Health that explicitly tie the hands of UC providers and require them to comply with Dignity Health's religious doctrine. This is also true for UC Riverside and for the other UC campuses with medical centers.

We are writing now to draw your attention to this issue. As a campus with a medical center that has in the past entered into contracts restricting its providers' practice of medicine based on religious directives, UC Riverside has an important role to play both with respect to its own affiliations and in the larger UC-wide discussion of this issue. We sincerely hope that, after learning this information, UC Riverside will take a strong stance that such affiliations are problematic. We ask that you terminate any current contracts that impose religious restrictions on care and refrain from entering into any new arrangements that would subject UC Riverside faculty, staff, trainees, students, or patients to religious restrictions on care.

Background

Catholic hospitals, like those in the Dignity Health network, must follow the Ethical and Religious Directives for Catholic Health Care Services, established by the US Conference of Catholic Bishops.² These directives prohibit hospitals from providing a range of reproductive health services and go so far as to characterize them as "intrinsically evil."³ In addition, the Conference of Catholic Bishops has been very clear that as a religious matter it does not recognize transgender people or the propriety of gender-affirming care.⁴ These principles are borne out in the practices of Dignity Health and other Catholic hospitals, resulting in discriminatory denials of care to transgender patients.

In 2018, UCSF proposed to the UC Board of Regents an extensive partnership with Dignity Health that would have channeled UCSF patients into Dignity Health hospitals in the Bay Area and would also have placed UCSF faculty, trainees, and students in those hospitals. This deal was proposed as a model that would extend to other UC campuses in the future. Following extensive protest from within the UC community and from other stakeholders, UCSF abandoned its proposal on May 28, 2019.

² U.S. Conference of Catholic Bishops, *Ethical and Religious Directives for Catholic Health Care Services* (6th ed. 2018), available at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf> [hereinafter *ERDs or religious directives*].

³ ERD No. 70, note 48 at 30.

⁴ See U.S. Conference of Catholic Bishops et al., Comment Letter on Department of Health and Human Services Proposed Rule on Nondiscrimination in Health Programs and Activities 9 (Nov. 6, 2015), <http://www.usccb.org/about/general-counsel/rulemaking/upload/Comments-Proposal-HHS-Reg-Nondiscrimination-Federally-Funded-Health.pdf>.

Our organizations jointly wrote to UCSF leadership on March 12, 2019, describing in detail the nature of the Catholic directives and their harmful impact on patients and providers, and raising serious concerns about the legality of the affiliation proposed by UCSF. That letter is included here as an attachment. In March, the ACLU of Northern California also submitted a Public Records Act request to UC in order to determine the nature of any existing affiliations between UC campuses and entities that restrict health care based on religious doctrine.

Existing Contracts Require UC Providers to Comply with Religious Restrictions on Care

In promoting the affiliation with Dignity Health, UC leaders repeatedly asserted that its providers placed at Dignity Health facilities would not be “under a gag rule” and could provide appropriate care to patients. For example, in an email to UCSF colleagues on April 26, 2019, UCSF Health President Mark Laret and UCSF School of Medicine Dean Talmadge King wrote: “[J]ust as they do at our facilities, UCSF health care providers will have full latitude to discuss and arrange all appropriate medical services when caring for patients at any Dignity Health facility.”⁵ And Dana Gossett, Vice Chair of Strategy for UCSF Health, stated at the December 11, 2018 meeting of the California Board of Regents Health Services Committee that “there’s no restriction on counseling on all the contraceptive options that exist currently, or on providing a prescription.”⁶

It turns out, however, that even as these assertions were being made, every single UC campus with a medical center had an active or former agreement with a religious health care entity that specifically limited the practice of UC providers at these facilities because of religious doctrine.

Signed in September 2018, a current training agreement between Dignity Health and the UCSF schools of Medicine, Nursing, and Pharmacy contains in its “Compliance with Standards” section a sub-section entitled “Prohibited Procedures,” which begins: “School shall not perform and *shall cause each Student and Instructor not to perform* the following procedures in connection with the Field Experience at [Dignity Health] Training Site.” (Emphasis added.) This text is followed by a list of banned procedures that follows the mandates of the religious directives.⁷

Under the list of “prohibited procedures,” students and faculty are barred from providing abortion “even in the case of extrauterine pregnancy,” as well as other forms of reproductive health care and compassionate end-of-life services. Not only are they prohibited from providing contraception, they are forbidden even from the “promotion of contraceptive practices.” They are also not allowed to perform treatment for victims of sexual assault if the purpose or result is the “removal, destruction or interference with implantation of a fertilized ovum.” To ensure compliance, participating students must sign a “Declaration of Responsibilities” stating that they agree to conform to the policies and procedures of the training site.

⁵ Email from UCSF Health President, Mark Laret and UCSF School of Medicine Dean, Talmadge King to UCSF faculty (Apr. 26, 2019) (on file with author).

⁶ Video, University of California Board of Regents Health Services Committee Meeting (Dec. 11, 2018), available at <https://youtu.be/4hzdnJT2zII?t=6156> (accessed Nov. 15, 2019).

⁷ Dignity Health and UC Regents obo UCSF School of Medicine, School of Nursing and School of Pharmacy, Educational Training Agreement (Sep. 1, 2018).

Another UCSF agreement expressly states that UCSF physicians practicing at Dignity Health facilities shall perform their obligations under the agreement in a manner consistent with the religious directives.⁸

Similarly, UC Riverside School of Medicine entered into multiple clinical training agreements with Dignity Health facilities in which students and instructors are bound by the religious directives.⁹ For example, a training agreement between UC Riverside and Dignity’s Marian Regional Medical Center (Santa Maria and Arroyo Grande campuses), which took effect in July 2018, contains an “Implementation Letter.” This section advises students that they must comply with Dignity Health’s rules, regulations and policies, which include the “Ethical and Religious Directives for Catholic Health Facilities, as adopted by the United States Conference of Catholic Bishops.”¹⁰

UC Davis, UC Irvine, UCLA, and UC San Diego have similar contracts that impose religious restrictions on care and, in some instances, require students and faculty to sign agreements stating that they will comply with the policies of the religious institution.¹¹

UC May Not Legally Subject its Providers and Patients to Religiously Restricted and Discriminatory Care

As we have previously expressed, any affiliation between UC and Dignity Health that subjects UC providers and patients to Dignity Health’s religious restrictions on care violates a range of state and federal laws. Given California’s—and UC’s—historic leadership in ensuring access to comprehensive reproductive health care and gender-affirming care, however, it is particularly disappointing that UC would put itself in a position so contrary to the values embodied in California law.

As a public university system open to all, a foundational value of the University of California is freedom from religious influence. Indeed, the California Constitution includes language to ensure that UC will not entangle itself in the type of religious restriction on its activities that is manifest in the contracts between the UC campuses and Catholic health care entities. The Constitution states: “[t]he university [of California] shall be entirely independent of all political or sectarian influence and kept free therefrom in the appointment of its regents and in the administration of its affairs”¹²

⁸ Dignity Health dba St. Mary’s Medical Center and UC Regents obo UCSF School of Medicine, Professional Services Agreement (Feb. 10, 2012).

⁹ UC Riverside School of Medicine and Dignity Health Medical Group dba Northridge Family Medicine, AAMC Uniform Training Affiliation Agreement, (May 3, 2016); UC Regents obo UC Riverside School of Medicine and Dignity Health dba St. Mary’s Medical Center, AAMC Uniform Training Affiliation Agreement (Jul. 20, 2017); UC Regents obo UC Riverside School of Medicine and Dignity Health dba Marian Regional Medical Center (Santa Maria Arroyo Grande), AAMC Uniform Training Affiliation Agreement (Jul. 11, 2018).

¹⁰ UC Riverside School of Medicine and Dignity Health dba Marian Regional Medical Center (Santa Maria Arroyo Grande), *supra* note 9.

¹¹ Public Records Act Request, Responsive Documents (Nov. 15, 2019) (on file with author).

¹² Cal. Const., Art. IX, Sec. 9(e).

California also has a long history of passing and interpreting laws that protect individuals' rights to access reproductive health care. Since the early 1980s, our courts have recognized that abortion is a pregnancy outcome that must be treated by public entities as equal to childbirth in the eyes of the law,¹³ and California's Reproductive Privacy Act, passed in 2002, declares that it is the public policy of the state that every individual has the fundamental right to choose or refuse birth control and further states: "[t]he state shall not deny or interfere with a woman's fundamental right to choose to bear a child or to choose to obtain an abortion"¹⁴

Similarly, California was one of the first states to make clear that our anti-discrimination laws prohibit discrimination based on transgender status. And just last month, a California appellate court found that Evan Minton, an ACLU plaintiff who was denied a gender-affirming hysterectomy at a Catholic Dignity Health hospital, was discriminated against when he was refused this care.¹⁵

Indeed, the fact that UC campuses entered into the contracts described above puts UC at odds with the legal positions taken by the State of California, which has been a leader in resisting the Trump administration's attempt to increase the ability of health care providers to invoke religion as a basis to discriminate. As the California Attorney General wrote in that case, the rule proposed by the Trump Administration violated the Establishment Clause of the federal constitution because: it elevates the religious beliefs of objectors over the rights, beliefs, and interests of providers and patients; and it coerces religious exercise by requiring providers and patients to act in accordance with the objecting employees' religious beliefs.¹⁶ Under this analysis, the contracts that UC campuses already have with Dignity Health and St. Joseph Health, another Catholic entity, also violate the Establishment Clause.

Patients of Color Are Negatively Affected by Catholic Health Care Restrictions

Proponents of UC affiliation with Dignity Health have asserted that this type of partnership would increase access health care access to and be beneficial for underserved patients. This argument is perplexing, since patients of color, low-income patients, and others who experience systemic barriers to health care access are most in need of quality, comprehensive care, including reproductive health care and bias-free care for LGBTQ people.

Research shows that pregnant women of color are already more likely than white women to give birth at Catholic facilities, meaning they are more likely to receive care that is dictated by religious doctrine rather than evidence-based medicine, which exacerbates existing health disparities.¹⁷ To properly serve these communities, UC should be working to ensure that patients are free from religious restrictions on care, not sending UC patients and providers to Catholic facilities where they cannot obtain or provide comprehensive, patient-centered care.

¹³ *Committee to Defend Reproductive Rights v. Myers*, 29 Cal. 3d 252, 285 (1981).

¹⁴ Cal. Health & Safety Code §§ 1123462(a) & (c).

¹⁵ *Minton v. Dignity Health*, 39 Cal. App. 5th 1155 (2019).

¹⁶ Pls.' Mot. for Summ. J. at 42, *State of California v. Azar et al.* (N.D. Cal. 2019) (No. 19-2769), ECF No. 113.

¹⁷ Kira Shepherd, Elizabeth Reiner Platt, & Katherine Franke et al., *Bearing Faith: The Limits of Catholic Health Care for Women of Color* (2017), available at

<https://www.law.columbia.edu/sites/default/files/microsites/gender-sexuality/PRPCP/bearingfaith.pdf>.

Care Prohibited Under the Catholic Religious Directives Is Basic Health Care and Cannot Be Isolated from Other Care

Affiliation proponents have also suggested that concerns about the negative impact of the religious directives on UC providers and patients could be eliminated as long as the relationship between UC and Dignity Health does not involve the practice of obstetrics and gynecology. Additionally, UCSF's announcement that it would no longer pursue its previously envisioned affiliation with Dignity Health stated that UCSF was still seeking to find "a viable path forward to help meet patient needs and increase access to crucial health services, including in the areas of adolescent and adult psychiatry, surgical services, primary care and cancer care."¹⁸

Arguments along these lines fail to consider the extent to which reproductive health care is basic health care, as is gender-affirming care for transgender patients. Cardiology, cancer treatment, pediatrics, primary care, emergency care, and mental health are among the many areas of care that can intersect with the religious directives—as evidenced by a UCSF contract with Dignity Health for cardiology services that includes a paragraph on compliance with the religious directives.¹⁹ Examples of religiously imposed barriers to care include:

- A cardiologist at a Catholic hospital in Colorado was reprimanded for discussing abortion as an option with a pregnant patient who exhibited signs of a disorder that can be highly life-threatening for pregnant people.²⁰
- A patient in the first trimester of pregnancy received a diagnosis of brain cancer in a Catholic hospital. She needed chemotherapy that would have been harmful to the fetus, but the hospital refused to allow her to receive an abortion there, disrupting her care.²¹
- A patient with excessive vaginal bleeding due to polycystic ovarian syndrome went to the emergency room of a Catholic hospital. The standard of care is to provide a high dose of contraception in this circumstance, but the physician's assistant in the emergency room would not provide it or a prescription for it or for another drug that was in the same class as contraception. As a result, the patient bled all weekend, waiting to see her ob-gyn in the office.²²

¹⁸ Sam Hawgood, UCSF Chancellor, and Mark Laret, President and CEO, UCSF Health, Questions and Answers (Dignity Health Affiliation) (May 28, 2019).

¹⁹ Professional Services Agreement, *supra* note 8.

²⁰ Complaint Against Mercy Medical Center, ACLU of Colorado (Nov. 13, 2013), available at <http://aclu-co.org/wp-content/uploads/files/2013-11-13%20CDPHE-Rich.pdf>.

²¹ Lori R. Freedman & Debra B. Stulberg, *Conflicts in Care for Obstetric Complications in Catholic Hospitals*, 4 *AJOB Primary Research* 1-10 (2013).

²² Lori R. Freedman, Molly Battistelli, & Sara Magnusson. Presentation at the North American Forum on Family Planning Scientific Abstracts Chicago, Illinois: Patient Experiences with and Perspectives on Catholic Healthcare (Nov. 15, 2015).

- Transgender patients experience significant discrimination and denials of care that are not limited to obstetrics and gynecology. When transgender people experience religiously based refusals of care, or anticipate that they will, this experience can lead them to delay or avoid accessing needed care, including routine preventative care.²³

The Religious Directives Apply to the Entire Facility and All Employees

It has similarly been argued by affiliation proponents that, if UC could forge an agreement in which the religious directives did not apply to UC faculty practicing at Dignity Health or other religiously restrictive facilities, concerns about the affiliation would be moot. The idea that such an agreement could be made is belied by the religious directives themselves, which specifically state that, under any affiliation, Catholic facilities may not be made available for “immoral procedures” regardless of who provides them.

But, beyond that, this argument neglects to consider all the other points at which a UC patient sent to a Dignity Health hospital could experience religious restrictions on care. For example, even if a UC student or instructor at a Dignity Health or other Catholic hospital were allowed to “promote contraceptives,” other staff at the hospital would not be permitted to note that in the patient’s medical record, provide referral information, or otherwise fully participate in the care of that patient. Religious directive 73 states in full: “Before affiliating with a health care entity that permits immoral procedures, a Catholic institution must ensure that neither its administrators nor its employees will manage, carry out, assist in carrying out, make its facilities available for, make referrals for, or benefit from the revenue generated by immoral procedures.”

In summary, religious directives apply throughout Catholic hospitals, and it is not possible to position either UC providers or UC patients in these hospitals without the risk that they will be subject to religious restrictions on care that are counter to UC’s mission and values, as well as violative of the law governing UC as a public institution.

We are aware that UC President Napolitano has created a committee to propose guidelines for affiliations between UC campuses and private medical entities. While we look forward to hearing the outcome of this committee, we felt it was important to express our renewed concerns directly to you at this time.

To live up to its values and meet its legal obligations, UC Riverside must terminate any existing contracts that impose religious restriction on care and refrain from entering into any new arrangements that would subject UC Riverside faculty, staff, trainees, students, or patients to religious restrictions on care.

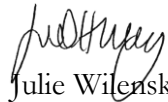
²³ Dr. Seth Pardo Decl. at 4, *State of California v. Azar et al.* (N.D. Cal. 2019) (No. 19-2769), ECF No. 92.

Please direct future communications to Phyllida Burlingame, Reproductive Justice and Gender Equity Director at the ACLU Foundation of Northern California, via pburlingame@aclunc.org. We look forward to your reply.

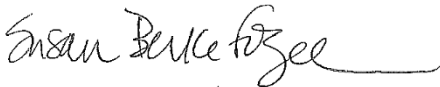
Sincerely,



Phyllida Burlingame
Reproductive Justice and Gender Equity Director
ACLU Foundation of Northern California



Julie Wilensky
Senior Staff Attorney
National Center for Lesbian Rights



Susan Berke Fogel, JD
Director of Reproductive and Sexual Health
National Health Law Program

CC: University of California Board of Regents via regentsoffice@ucop.edu
University of California Office of the President via president@ucop.edu

Encl: March 12, 2019 letter from ACLU of Northern California, National Health Law Program, and National Center for Lesbian Rights (1)
AAMC Uniform Training Affiliation Agreement between UC Riverside School of Medicine and Dignity Health Medical Group dba Northridge Family Medicine (May 3, 2016) (2)
AAMC Uniform Training Affiliation Agreement between UC Regents obo UC Riverside School of Medicine and Dignity Health dba St. Mary's Medical Center (Jul. 20, 2017) (3)
AAMC Uniform Training Affiliation Agreement, UC Regents obo UC Riverside School of Medicine and Dignity Health dba Marian Regional Medical Center (Santa Maria Arroyo Grande) (Jul. 11, 2018) (4)



March 12, 2019

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Via email and U.S. Mail

Re: UCSF partnership with Dignity Health

Dear Mr. Laret and Chancellor Hawgood:

We are writing on behalf of the ACLU of Northern California, the National Center for Lesbian Rights, and the National Health Law Program to express our very serious concerns about UCSF partnering with Dignity Health. In 2017, UCSF Health announced a formal affiliation with several Dignity Health hospitals in the Bay Area, and we understand from information presented by UCSF at the University of California Regents Health Services Committee (the "Committee") meeting on December 11, 2018, that plans are underway to expand this partnership beyond the Bay Area, perhaps throughout the University of California system.

UCSF has publicized this partnership as a strategic alliance of two distinguished and long-serving Bay Area providers recognized for clinical excellence and missions to provide affordable care to all.¹ However, Dignity Health, along with other Catholic health care entities, imposes significant religious restrictions on the care it permits in its facilities. These restrictions lead to discriminatory

¹ Kristen Bole, UCSF News Center, *Dignity Health, UCSF Health Announce Bay Area Collaboration, Plans Build on Shared Mission to Provide Quality Care for All*, <https://www.ucsf.edu/news/2017/08/407996/dignity-health-ucsf-health-announce-bay-area-collaboration> (last visited Jan. 29, 2019).

treatment of transgender patients and women and to denials of care that have put patients' health and lives at risk. We are seriously concerned that, by partnering with an inherently discriminatory institution, UCSF is failing to meet both its legal obligations as a public entity in California and its professed values of evidence-based, inclusive, and comprehensive patient-centered care.

I. Catholic Health Care Restrictions and their Impact on Patients and Providers

All Catholic health care, including Dignity Health's Catholic hospitals, must adhere to policy proscriptions issued by the United States Conference of Catholic Bishops (the "Conference of Catholic Bishops"), some of which are spelled out in the Ethical and Religious Directives for Catholic Health Care Services (the "ERDs").² Catholic health care entities are explicitly prohibited from providing a range of reproductive health services, including contraception, sterilization, and abortion; the ERDs go so far as to characterize these procedures as "intrinsically evil."³ Further, the Conference of Catholic Bishops mandates that religion take precedence over patient decision-making and autonomy by expressly stating in the ERDs that "the free and informed health care decision of the person . . . is to be followed so long as it does not contradict Catholic principles."⁴ Thus, the ultimate authority over Catholic health care is not medical, but religious.

Gender-Affirming Care for Transgender Patients Is Prohibited in Catholic Hospitals

The Conference of Catholic Bishops has been very clear that as a religious matter it does not recognize transgender people or the propriety of gender-affirming care. In comments submitted to the U.S. Department of Health and Human Services in 2015, the Conference of Catholic Bishops explained as follows:

[W]e believe . . . that medical and surgical interventions that attempt to alter one's sex are, in fact, detrimental to patients. Such interventions are not properly viewed as health care because they do not cure or prevent disease or illness. Rather they reject a person's nature at birth as male or female.⁵

In the same set of comments, the Conference of Catholic Bishops also stated the following:

"Sex change" is biologically impossible. People who undergo sex reassignment surgery do not change from men to women or vice versa. . . . Claiming that this is a civil-rights matter and encouraging surgical intervention is in reality to collaborate with and promote a mental disorder.⁶

² U.S. Conference of Catholic Bishops, *Ethical and Religious Directives for Catholic Health Care Services* (6th ed. 2018), available at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf> [hereinafter ERDs].

³ ERD No. 70, note 48 at 30.

⁴ ERD No. 28 at 14.

⁵ U.S. Conference of Catholic Bishops et al., Comment Letter on Department of Health and Human Services Proposed Rule on Nondiscrimination in Health Programs and Activities 9 (Nov. 6, 2015), <http://www.usccb.org/about/general-counsel/rulemaking/upload/Comments-Proposal-HHS-Reg-Nondiscrimination-Federally-Funded-Health.pdf>.

⁶ *Id.*

Similar anti-transgender material is posted on the Conference of Catholic Bishops website,⁷ as well as collected on the website for the National Catholic Bioethics Center.⁸

These principles are borne out in the practices of Catholic hospitals—including Dignity Health hospitals—which deny transgender people gender-affirming care. The ACLU’s representation of Evan Minton,⁹ a transgender man, illustrates this problem. Mr. Minton sought a hysterectomy to increase alignment between his body and male gender identity at Dignity Health’s Mercy San Juan Medical Center (“Mercy San Juan”). Though Mr. Minton’s physician and other Mercy San Juan physicians regularly perform hysterectomies for cisgender female patients, Mr. Minton’s procedure was abruptly canceled the day before the procedure was set to take place once the hospital learned the procedure was part of his gender-affirming care.¹⁰

Patients Are Denied Proper Miscarriage Management at Catholic Hospitals

Catholic health care has an absolute prohibition on abortion, even when a pregnant person’s health is jeopardized by the pregnancy.¹¹ Additionally, the ERDs’ broad definition of abortion¹² leads Catholic hospitals to ban the safest method for terminating an ectopic pregnancy and to consider the evacuation of a uterus during a miscarriage to be an abortion if there is still a fetal heartbeat. Emergency situations are ostensibly addressed by ERD 47, which states that medical treatments that terminate a pregnancy are permitted when their direct purpose is the “cure of a proportionately serious pathological condition of a pregnant woman” and when the treatments “cannot be safely postponed until the unborn child is viable.”¹³ However, beyond the inescapable core issue that, at a moment of emotional and physical trauma for the pregnant person, decisions about medical care are being made based on religious principles rather than by the patient in consultation with a medical provider, there are two serious problems with this supposed safeguard.

First, patients must be exhibiting a “proportionately serious” medical condition in order to demonstrate that the completion of a miscarriage is justified under the ERDs. In other words, for a Catholic hospital to allow a physician to provide care that will end the pregnancy, a patient must already be experiencing medical problems such as infection that put their life at risk, even if it is clear that the pregnancy is non-viable and that earlier action could prevent the infection from occurring in the first place. A qualitative study of obstetricians and gynecologists practicing at Catholic hospitals quotes Dr. R, who explained that he and colleagues “often tell patients that we can’t do anything in the hospital but watch you get infected.” He goes on to say, “it’s just very difficult for them, they’re

⁷ See, e.g., U.S. Conference of Catholic Bishops, *Created Male and Female: An Open Letter from Religious Leaders* (Dec. 15, 2017), <http://www.usccb.org/issues-and-action/marriage-and-family/marriage/promotion-and-defense-of-marriage/created-male-and-female.cfm>.

⁸ See National Catholic Bioethics Center, *Bioethics Topics – Transgender*, <https://www.ncbcenter.org/resources/information-topic/gender-identity/> (last visited Mar. 6, 2019).

⁹ ACLU of Northern California, *Minton v. Dignity Health (Sex Discrimination)*, <https://www.aclunc.org/our-work/legal-docket/minton-v-dignity-health-sex-discrimination> (last visited Mar. 8, 2019).

¹⁰ It is our understanding that because as a matter of religious belief Catholic hospitals do not recognize gender affirming care, they view hysterectomies sought by transgender people as “direct sterilization” in violation of Ethical and Religious Directive No. 53.

¹¹ ERD No. 45 at 18.

¹² *Id.* (“Every procedure whose sole immediate effect is the termination of pregnancy before viability is an abortion, which, in its moral context, includes the interval between conception and implantation of the embryo.”)

¹³ ERD No. 47 at 19.

already in a hard place . . . we actually have the patients discharge themselves . . . drive themselves and then admit themselves to the next institution.”¹⁴ A policy dictating that patients experiencing miscarriage must first get infected and then be treated, rather than treating them before infection sets in, runs counter to appropriate medical practice and patient-centered care.

Second, the interpretation of ERD 47 varies widely among hospitals and leads to confusion among health care providers as to when it is theologically justified to provide emergency care that terminates a pregnancy.¹⁵ The Catholic policy’s lack of clarity, as well as its requirement that providers deviate from the standard practice of medicine, can lead to horrible patient outcomes. For example, Tamesha Means,¹⁶ a Michigan woman, was denied medically appropriate care by a Catholic hospital after her water broke when she was 18 weeks pregnant, pre-viability. Despite increasing signs of infection, the hospital did not inform Ms. Means that there was almost no chance that she could give birth to a healthy baby and did not present her with the option of ending the pregnancy, even though that would have been the safest course of action. Instead, the hospital twice sent her home with Tylenol and would have done so a third time if Ms. Means had not gone into labor while at the hospital. The baby died within hours of delivery.

Contraception and Assisted Reproductive Technologies Are Prohibited in Catholic Health Care Facilities

Policies established by the Conference of Catholic Bishops explicitly prohibit Catholic health care entities from providing contraception to patients.¹⁷ This negatively affects patients who are unable to obtain a postpartum tubal ligation after giving birth at a Catholic hospital. Tubal ligations are the family planning method of choice for 30.2% of U.S. married women of reproductive age,¹⁸ and the American Congress of Obstetricians and Gynecologists (ACOG) has said: “Given the consequences of a missed procedure and the limited time frame in which it may be performed, postpartum sterilization should be considered an urgent surgical procedure.”¹⁹

Patients who give birth in Dignity Health’s Catholic hospitals, such as ACLU client Rebecca Chamorro,²⁰ are denied access to tubal ligation. Ms. Chamorro sought and was denied a tubal ligation immediately following her C-section delivery at Dignity Health’s Mercy Medical Center Redding (MMCR), the only hospital within a 70-mile radius that has a labor and delivery ward. While Dignity Health’s Catholic hospitals do provide postpartum tubal ligations to some patients, the ultimate decision of whether to approve a doctor’s application to perform a tubal ligation on a

¹⁴ Lori R. Freedman & Debra B. Stulberg, *Conflicts in Care for Obstetric Complications in Catholic Hospitals*, 4 AJOB Primary Research 1-10 (2013).

¹⁵ *Id.* at 4.

¹⁶ *Means v. United States Conference of Catholic Bishops*, 836 F.3d 643 (6th Cir. 2016).

¹⁷ “Catholic health institutions may not promote or condone contraceptive practices but should provide, for married couples and the medical staff who counsel them, instruction both about the Church’s teaching on responsible parenthood and in methods of natural family planning.” ERD No. 52 at 19.

¹⁸ Jo Jones, William Mosher, & Kimberly Daniels, *Current Contraceptive Use in the United States, 2006 – 2010, and Changes in Patterns of Use Since 1995*, 60 National Health Statistics Report 17, 1-25 (2012).

¹⁹ American College of Obstetricians and Gynecologists, *Access to Postpartum Sterilization*, 120 Obstet. Gynecol. 212, 213 (2012).

²⁰ ACLU of Northern California, *Chamorro v. Dignity Health (Religious Refusals)*, <https://www.aclunc.org/our-work/legal-docket/chamorro-v-dignity-health-religious-refusals> (last visited Mar. 8, 2019).

patient is made by a staff member charged with enforcement of the ERDs, rather than by a medical professional.

Catholic healthcare's ban on contraception also harms patients who might need emergency contraception due to a missed or failed method, since Catholic health care permits emergency contraception only in cases of rape and, even then, only under certain circumstances.²¹ The ban additionally disrupts the contraceptive method of inpatients at a Catholic hospital who are not able to access contraception during that period.

At the December 2018 Committee meeting, UCSF representatives offered Committee members reassurance that lack of access to contraception would not be a problem in the Dignity Health hospitals partnering with UCSF. Dr. Dana Gossett, division director of obstetrics and gynecology at UCSF and Vice Chair of UCSF Health Regional Women's Health Strategy, mentioned a "work-around" in which many patients at St. Mary's have "menstrual disorders," for which Catholic health care permits contraception to be prescribed.²² This begs the question of why UCSF, a leading medical institution, would sanction this type of misdiagnosis. Beyond that, pharmacies in Catholic hospitals do not typically stock contraception,²³ causing us to wonder whether access to contraception at St. Mary's would actually be possible in the way described by Dr. Gossett.

If St. Mary's or other Catholic Dignity Health hospitals did knowingly provide birth control to patients for contraceptive purposes, this would violate the Conference of Catholic Bishop's policies governing Catholic health care. Dignity Health has stated clearly that it intends to adhere to these directives. According to Dignity Health's counsel, "a Catholic hospital risks the Bishop's revocation of its Catholic status under Canon Law if it does not comply with the ERDs."²⁴

Finally, Catholic health care prohibits in vitro fertilization and other assisted reproductive technologies (ART). The ERDs state that "[r]eproductive technologies that substitute for the marriage act are not consistent with human dignity."²⁵ This position, while harmful for all couples experiencing infertility, has an especially problematic impact on same-sex couples who, as a group, rely on ART to conceive.

"Transparency" Does Not Mitigate Harm to Patients

At the Committee meeting, UCSF representatives acknowledged that patients would be denied care at Dignity Health hospitals. They asserted that the "transparency" of telling patients about these denials is of primary importance, suggesting that this would alleviate the problem of referring UCSF patients to Dignity Health hospitals. However, patients like Evan Minton have a right to care that is free of discrimination. By informing these patients that they will be denied care at Dignity Health hospitals, UCSF does not reduce the discrimination the patients are facing. Instead, UCSF supports the continuation of a discriminatory practice and the demeaning treatment

²¹ ERD No. 36 at 15.

²² Video, University of California Board of Regents Health Services Committee Meeting (Dec. 11, 2018), *available at* <https://youtu.be/4hzdnJT2zII?t=6156> (accessed Mar. 6, 2019).

²³ Debra B. Stulberg, Rebecca A. Jackson, & Lori R. Freedman, *Referrals for Services Prohibited in Catholic Health Care Facilities*, 48 *Perspectives on Sexual and Reproductive Health* 111-117 (2013).

²⁴ Defs. Opp'n to Ex Parte Appl. for TRO at 4, 20-21, *Chamorro v. Dignity Health*, Cal. Super. Ct. (2016) (No. 15-549626).

²⁵ ERDs at 16.

of patients who are seeking care, resulting in a “stigma inconsistent with the history and dynamics of civil rights laws that ensure equal access to goods, services, and public accommodations.” *Masterpiece Cakeshop, Ltd. v. Colo. Civil Rights Comm’n*, 138 S. Ct. 1719, 1727 (2018). Indeed, UCSF’s position is akin to saying that it is acceptable for a Dignity Health hospital to discriminate as long as it has a sign out front saying, “No transgender people allowed.”

Similarly, the transfer or referral of denied patients to a different hospital creates a work-around that allows discrimination to flourish. Indeed, during a hearing in Mr. Minton’s case, the judge compared the fact that Dignity Health ultimately allowed Mr. Minton to receive care in one of its secular hospitals to *Plessy v. Ferguson*, stating, “It has a smell of ‘separate but equal,’ which as we know was abandoned in 1954.”²⁶

Providers at Catholic Hospital Experience Ethical Conflicts

Though the ERDs bar the promotion of contraceptive practices and warn about the “danger of scandal” in mere association with abortion providers, UCSF representatives expressed at the Committee meeting that there is “no gag rule” that would prohibit or limit UCSF or Dignity Health providers from discussing abortion or other barred services.²⁷ Yet in 2013, Michael A. Demos, a cardiologist practicing at a Catholic hospital in Colorado, was reprimanded for discussing abortion as an option with a pregnant patient who exhibited signs of a disorder that can be highly life-threatening for pregnant people. The hospital’s chief medical officer told Dr. Demos that, pursuant to the ERDs, he was not allowed to recommend or discuss the possibility of pregnancy termination with patients, regardless of the circumstances.²⁸

Dr. Demos is not the only medical provider whose professional obligations toward patients have been disrupted by Catholic health care’s proscriptions on care. Indeed, research has shown that providers at Catholic facilities are torn between the religious ethics of their employers and the patient centered-obligation of their profession.²⁹ In a national survey of obstetricians and gynecologists (OB-GYNs) in the U.S., 52% of those working in Catholic institutions reported a conflict with the institution over religiously-based policies.³⁰

In California, the California Medical Association (CMA) has expressed concern that Dignity Health is imposing non-medical criteria that countermand physicians’ medical judgment and prevent them from providing the standard of care for their patients.³¹ Citing the American Medical Association’s Code of Medical Ethics Opinion regarding the patient-physician relationship, CMA

²⁶ Transcript of Record at 5, 12-14, *Minton v. Dignity Health*, Cal. Super. Ct. (2017) (No. 17-558259).

²⁷ Video, University of California Board of Regents Health Services Committee Meeting (Dec. 11, 2018), available at <https://youtu.be/4hzdnJT2zII?t=6156> (accessed Mar. 6, 2019).

²⁸ Complaint Against Mercy Medical Center, ACLU of Colorado (Nov. 13, 2013), available at <http://aclu-co.org/wp-content/uploads/files/2013-11-13%20CDPHE-Rich.pdf>.

²⁹ UCSF Bixby Center for Global Reproductive Health, *How Do Catholic Hospitals Handle Reproductive Health Referrals?*, <https://bixbycenter.ucsf.edu/news/how-do-catholic-hospitals-handle-reproductive-health-referrals> (last visited Feb. 12, 2019).

³⁰ Debra B. Stulberg, Annie M. Dude, & Irma Dahlquist et al. *Obstetrician-Gynecologists, Religious Institutions, and Conflicts Regarding Patient-Care Policies*. 207 AM. J. OBSTET. GYNECOL. 73.E1 - 73.E5 (2012).

³¹ Mem. of P. & A. in Supp. of Pl. Mot. for Leave to File Compl. at 9, 20-21, *Chamorro v. Dignity Health*, Cal. Super. Ct. (2016) (No. 15-549626).

has also expressed that enforcement of the ERDs can impede physicians' ethical obligations to place patients' welfare above their own and other groups' interests.³²

Dignity Health Follows the Proscriptions of Catholic Health Care

As was discussed at the Committee meeting, Dignity Health currently comprises Catholic hospitals that adhere to the ERDs and other hospitals that adhere to the Statement of Common Values³³; hospitals in the latter group prohibit abortion but permit contraception. Of those that are part of the existing UCSF partnership, the Catholic hospitals are St. Mary's and Dominican, while the Statement of Common Values hospitals are St. Francis and Sequoia. During the meeting, Dr. Gossett emphasized the lesser restrictions at the non-Catholic hospitals, stating that St. Francis has no restrictions on tubal ligations and has a transgender health center.

However, in 2018, the Conference of Catholic Bishops issued an update to the ERDs that changes the landscape of Catholic health care systems. The new ERDs state that hospitals coming under a Catholic institution through acquisition, governance or management "must be operated in full accord with the moral teaching of the Catholic Church, including these Directives."³⁴ In its approval of the recent merger between Dignity Health and Catholic Health Initiatives, the California Attorney General set a condition that existing reproductive health services must be maintained throughout the merged entity in California for five years; we are concerned, however, that after that time, Dignity Health will bring all of its hospitals under the ERDs, as prescribed by the Conference of Catholic Bishops, thus abolishing the lower level of restriction touted by UCSF administrators at the Committee meeting.

The new ERDs similarly address partnerships with secular hospitals:

Before affiliating with a health care entity that permits immoral procedures, a Catholic institution must ensure that neither its administrators nor its employees will manage, carry out, assist in carrying out, make its facilities available for, make referrals for, or benefit from the revenue generated by immoral procedures.³⁵

This statement stands in contrast to comments made at the Committee meeting that, due to the partnership with UCSF, patients at Dignity Health hospitals would not be denied reproductive health information or referrals.

³² *Id.* (quoting American Medical Association, Patient-Physician Relationships: Code of Medical Ethics Opinion 1.1.1, *AMA Principles of Medical Ethics: I, II, IV, VIII*, <https://www.ama-assn.org/delivering-care/ethics/patient-physician-relationships> (last visited Mar. 7, 2019)).

³³ Dignity Health, *Statement of Common Values*, <https://www.dignityhealth.org/north-state/-/media/cm/media/documents/PDFs/Statement-of-Common-Values.ashx> (last visited Mar. 7, 2019).

³⁴ ERD No. 74 at 26.

³⁵ ERD No. 73 at 26.

II. The UCSF/Dignity Health Partnership Raises Serious Legal Concerns under Federal and State Law

The exact scope of the proposed UCSF/Dignity Health partnership has not been made clear to the public. Nonetheless, any partnership where UCSF patients are being provided care in a Dignity Health facility that imposes religious restrictions on that care raises serious legal questions.

UCSF is a public entity. As such, it has legal obligations that go far beyond those of a private entity such as Dignity Health. It is the position of the undersigned—as evidenced by the several lawsuits the ACLU has filed against Dignity Health for its discriminatory denials of care—that even private entities cannot invoke religious belief as a justification for discrimination in businesses open to the general public. But it is certainly the case that California’s public university system cannot invoke Dignity Health’s religious beliefs as a basis for denying care to its patients.

Indeed, on its face, the UCSF/Dignity Health partnership raises a host of questions about how the government can legally partner with an entity that *explicitly restricts patient care on the basis of its religious beliefs*. Yet at the Committee meeting, the only legal analysis UCSF provided on this front pertained to religious iconography in Dignity Health facilities. While it is troubling that UCSF patients would be subjected to religious iconography in accessing care at Dignity Health facilities, this is plainly a lesser issue than those same patients being subjected to religiously restricted care. Among other laws, the UCSF/Dignity Health partnership raises concerns under the following:

Establishment Clause: Both the U.S. and California Constitutions prohibit “sponsorship, financial support, and active involvement of the [state] in religious activity.” *Lemon v. Kurtzman*, 403 U.S. 602, 612 (1971). Even where the purpose of the government action is secular, the Establishment Clauses may still be violated where the principal or primary effect of the action advances religion or where the action fosters an excessive entanglement with religion. *Id.* at 612-13. The Supreme Court has also long held that the government unconstitutionally advances religion where it favors religion to the point of forcing unwilling third parties to bear the burden, or suffer harm, as a result of this favoritism. *See, e.g., Estate of Thornton v. Caldor, Inc.*, 472 U.S. 703 (1985). Here, UCSF’s decision to partner with Dignity Health facilities would impose on its patients the burden of Dignity Health’s religious restrictions on care.

Equal Protection: Denying transgender people gender-affirming care constitutes sex discrimination in violation of constitutional equal protection. In the recent case of *Norsworthy v. Beard*, a federal district court held that the refusal of the California Department of Corrections (“CDCR”) to provide a transgender inmate with gender-affirming care violated the federal equal protection clause. 87 F. Supp. 3d 1104 (N.D. Cal. 2015). As with Catholic health care entities, the CDCR allowed the contested procedure—vaginoplasty—for cisgender women, yet it denied the procedure for transgender women, deeming the procedure for them “medically unnecessary.” The court concluded that such discrimination was discrimination on the basis of transgender status and did not hold up to intermediate scrutiny. *Id.* at 1121. Yet UCSF patients receiving care in Dignity Health facilities would similarly be denied gender-affirming care.

There is also clear case law that under the equal protection and privacy guarantees of the California Constitution, governmental entities must treat all pregnancy options neutrally. In

Committee to Defend Reproductive Rights v. Myers, 29 Cal. 3d 252, 285 (1981), the California Supreme Court found state restrictions on Medi-Cal funding of abortion to be unconstitutional, ruling that while the government need not provide public funding for any pregnancy-related care, it could not exclude abortion coverage if it provided support for prenatal care and delivery to indigent pregnant women. Thus, patients seeking care from UCSF cannot only be offered obstetric and gynecologic care—they also must be offered abortion care.

California’s Constitutional No-Aid Clause: Article XVI, Section 5 of the California Constitution provides that no California state entity “shall ever make an appropriation, or pay from any public fund whatever, or grant anything to or in aid of any religious sect, church, creed, or sectarian purpose, or help support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever” California courts have recognized that this clause is broader than either the federal or state establishment clauses, in that it prohibits government action that has “the direct, immediate, and substantial effect of advancing religion.” *Paulson v. Abdelnour*, 145 Cal. App. 4th 400, 435 (2007). Even for a secular purpose, “a government entity may not enter into an exclusive contract with a religious organization which will result in the organization receiving a financial benefit from the government.” *Id.*

California Non-Discrimination Law: In addition to the constitutional provisions, California statutory law is clear that government entities in California may not discriminate on the basis of sex, including gender identity, gender expression, and sexual orientation. Cal. Gov’t Code § 11135. Nor may government entities contract with entities that discriminate on these bases. Cal. Gov’t Code § 12990.

Even more generally, California’s Unruh Civil Rights Act promises that all those within the jurisdiction of the state are “free and equal” and “entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.” Cal. Civ. Code § 51(b). Thus, the Unruh Act prohibits discrimination on the basis of sex, including gender identity, gender expression, and sexual orientation in all business establishments. *Id.* § 51(e)(5).

Indeed, California *prohibits* the University of California from requiring any of its employees to travel to states that have recently enacted laws that authorize discrimination based on sexual orientation, gender identity, or gender expression, and the state further prohibits UC from approving requests for travel to those states. Cal. Gov’t Code § 11139.8(b). This law was enacted specifically in response to other states enacting broad religious exemptions to their non-discrimination laws, and the preamble to the law states: “[t]he exercise of religious freedom should not be a justification for discrimination.” *Id.* at § 11139.8(a)(4).

III. UCSF’s Leadership in Evidence-Based, Inclusive, and Comprehensive Health Care

In addition to its legal obligations, UCSF also has a stated commitment to providing comprehensive reproductive health care as well as patient-centered, non-discriminatory care. As an institution, UCSF prides itself on providing care to patients with an individualized approach, recognizing that when it comes to patient-centered care, the “whole is often greater than the

sum of its parts.”³⁶ UCSF’s Bixby Center for Global Reproductive Health is self-characterized as one of the few research institutions to “unflinchingly address abortion” by expanding and improving access, training providers, and supporting efficacy and safety through clinical trials and research.³⁷ Focusing on “evidence, empowerment and impact,” the leadership of the Bixby Center has informed reproductive and sexual health policies, treatment, and care guidelines throughout the country and the world, helping to ensure access to the full scope of reproductive health care for all.³⁸

UCSF has also been recognized as a leader in LGBTQ-inclusive care, achieving a perfect score on the LGBT Healthcare Equality Index, which evaluates providers on metrics of LGBTQ patient-centered care, several years in a row.³⁹ The innovative capacity-building, community research, and clinical programs of the Center of Excellence for Transgender Health are making strides towards achieving UCSF’s mission to increase access to comprehensive, effective, and affirming health care services for transgender and gender non-conforming people at UCSF and throughout the field.⁴⁰ In addition, UCSF’s Child and Adolescent Gender Center Clinic, with which National Center for Lesbian Rights and other community organizations have a longstanding relationship, provides comprehensive medical and psychological care, as well as advocacy and legal support, to gender non-conforming and transgender youth and adolescents.⁴¹

Thus, it is particularly troubling that UCSF would choose to partner with Dignity Health, when UCSF has long presented itself as committed to the very kind of care that Dignity Health refuses to provide—comprehensive reproductive health care and LGBTQ-inclusive care. Dignity Health’s practices blatantly contradict UCSF’s own professed Professionalism, Respect, Integrity, Diversity and Excellence (PRIDE) Values, community principles articulated in solidarity with the “integral cultural concept” within the LGBTQ community, representing solidarity, collectivity, and identity as well as resistance to discrimination and violence.⁴²

In contrast, as mentioned above, the ERDs state that “Catholic health care institutions need to be concerned about the danger of scandal in any association with abortion providers,”⁴³ and the Conference of Catholic Bishops has said:

Gender ideology harms individuals and societies by sowing confusion and self-doubt. The state itself has a compelling interest, therefore, in maintaining policies that uphold the scientific fact of human biology and supporting the social institutions and norms that

³⁶ UCSF, *Patient Care Overview*, <https://www.ucsf.edu/patient-care> (last visited Feb. 1, 2019).

³⁷ Bixby Center for Global Reproductive Health, *Abortion*, <https://bixbycenter.ucsf.edu/abortion> (last visited Feb. 1, 2019).

³⁸ Bixby Center for Global Reproductive Health, *About Us*, <https://bixbycenter.ucsf.edu/about-us> (last visited Feb 1, 2019).

³⁹ Scott Maier, UCSF Health, *UCSF Health Named "Leader in LGBTQ Healthcare Equality" Hospital Receives Perfect Score on National LGBTQ Survey* (Mar. 30, 2017), <https://www.ucsfhealth.org/news/2017/03/ucsf-health-named-leader-in-lgbtq-healthcare-equality.html> (last visited Feb. 1, 2019).

⁴⁰ UCSF Center of Excellence of Transgender Health, *About Us*, <http://transhealth.ucsf.edu/trans?page=ab-00-00> (last visited Feb. 1, 2019).

⁴¹ UCSF Benioff Children’s Hospital, *Child and Adolescent Gender Center Clinic*, <https://www.ucsfbenioffchildrens.org/clinics/child-and-adolescent-gender-center/> (last visited Mar. 7, 2019).

⁴² UCSF Office of Diversity and Outreach, *PRIDE Values*, <https://diversity.ucsf.edu/PRIDE-values> (last visited Feb. 1, 2019).

⁴³ ERDs, *supra* note 11, at 18 -19.

surround it. ... The movement today to enforce the false idea—that a man can be or become a woman or vice versa—is deeply troubling.⁴⁴

At the Committee meeting, Dignity Health was referred to as a partner with closer shared values to UCSF than many other health systems because of its commitment to population health and serving the community. However, marginalized patients, including women of color who are more likely to receive reproductive health care at a Catholic-affiliated facility, most need access to complete and accurate care of the highest professional standards.⁴⁵ Failure to provide access to this care will only exacerbate existing health disparities.

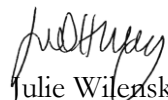
As threats to reproductive health care access continue to escalate at the national level, and more barriers are erected against LGBTQ individuals seeking care, UCSF must remain firmly committed to its history and bedrock principles of inclusive, unbiased care. A partnership with Dignity Health stands in direct contradiction to those values. We therefore strongly urge UCSF to reconsider its affiliation with Dignity Health. Should UCSF choose to proceed with this partnership, we will consider a variety of potential next steps, including litigation.

Please direct future communications to Phyllida Burlingame, Reproductive Justice and Gender Equity Director at the ACLU Foundation of Northern California, via pburlingame@aclunc.org. We look forward to your reply.

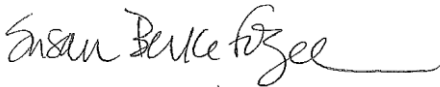
Sincerely,



Phyllida Burlingame
Reproductive Justice and Gender Equity Director
ACLU Foundation of Northern California



Julie Wilensky
Senior Staff Attorney
National Center for Lesbian Rights



Susan Berke Fogel, JD
Director of Reproductive and Sexual Health
National Health Law Program

cc: University of California Board of Regents via regentsoffice@ucop.edu and U.S. Mail
University of California Office of the President via president@ucop.edu and U.S. Mail

⁴⁴ U.S. Conference of Catholic Bishops, *supra* note 7.

⁴⁵ Kira Shepherd, Elizabeth Reiner Platt, & Katherine Franke et al., *Bearing Faith: The Limits of Catholic Health Care for Women of Color* (2017), available at <https://www.law.columbia.edu/sites/default/files/microsites/gender-sexuality/PRPCP/bearingfaith.pdf>.

AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for medical students in the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education.
- The SCHOOL is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching.
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of the SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter agree as follows:

A. Responsibilities of the SCHOOL

1. The SCHOOL will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the SCHOOL's curriculum.

2. The SCHOOL will retain ultimate responsibility for the education and assessment of its students. The School's representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for medical student teaching and assessment provided pursuant to this Agreement.

3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.

5. The SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. The SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices, and that the cost of any such test will be paid by the student, if not the HOST AGENCY.

6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL'S students at the HOST AGENCY.

8. The SCHOOL warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if the SCHOOL is a public entity entitled to governmental immunity protections under applicable state law, then the SCHOOL shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the SCHOOL shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event

governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, the SCHOOL shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the HOST AGENCY.

B. Responsibilities of the HOST AGENCY

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary.

2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. The HOST AGENCY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.

4. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.

5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The SCHOOL will define, for its medical students, who bears financial responsibility for any charges generated.

6. To the extent the HOST AGENCY, generates or maintains educational records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the SCHOOL's records is required by HOST AGENCY to carry out the Program.

7. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the SCHOOL'S course director if such an action is required.

10. The HOST AGENCY shall identify a site coordinator from among its medical staff who will communicate and cooperate with the SCHOOL's clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

4. The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. The SCHOOL, including its faculty, staff, medical students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.

D. Term and Termination

This AGREEMENT is effective upon execution of the Implementation Letter by both parties to the covered clinical training experience(s) and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

F. Health Insurance Portability and Accountability Act.

Students participating in clinical training pursuant to this Agreement are members of the HOST AGENCY's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

I. Governmental Immunity

If the SCHOOL is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the SCHOOL of its governmental immunity or of its state governmental immunity; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SCHOOL of a debt, contract, or liability of the HOST AGENCY.

J. No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

K. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in the Uniform Clinical Affiliation Agreement Implementation Letter.

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O. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Uniform Clinical Affiliation Agreement Implementation Letter.

EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The SCHOOL holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term “teacher” is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

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- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
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Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT IMPLEMENTATION LETTER

The purpose of this letter is to provide a record of the clinical training affiliation agreement between the SCHOOL and the HOST AGENCY with respect to a clinical training experience for the SCHOOL'S registered students, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015), which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions (if none, please indicate by writing "none"):

- Section A.5. shall be modified so that the required criminal background check and immunizations are conducted pursuant to and in accordance with applicable Dignity Health policy as set forth in more detail in the attached Exhibit A.5.
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[signature page follows]

This IMPLEMENTATION LETTER is effective when signed by all parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Agreement and further agree to comply with its terms except as noted above.

SCHOOL: Univ. of Calif. Riverside School of Medicine
By: Neal L. Schell, PhD Signature: Neal L. Schell
Title: Interim Dean Date: 5/3/16
Address: 900 University Ave
Riverside, CA 92521

HOST AGENCY: Dignity Health FMR @ Northridge
By: Pamela Davis, MD Signature: Pamela Davis
Title: **DIGNITY HEALTH MEDICAL GROUP** Date: 6/29/16
NORTHRIDGE FAMILY MEDICINE
Address: **18406 Roscoe Blvd.**
Northridge, CA 91325
(818) 885-5480

CLERKSHIP DIRECTOR: Andrew G. Alexander MD Signature: Andrew G. Alexander MD
Date: May 3, 2016

Exhibit A.5

Student Health Certifications

Requirements:

- (a) A tuberculosis test ("PPD") or chest x-ray administered no more than one year prior to initiation of medical student education;
- (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- (c) Documented history of varicella exposure or positive varicella immune titer;
- (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard;
- (e) Evidence of current (within the past ten years) tetanus toxoid;
- (f) Proof of flu vaccination within six (6) months prior to the first day of any student beginning his or her medical student education at the HOST AGENCY, or written documentation of the student declining the flu vaccination; and
- (g) Completion of the required training in blood and body fluid universal precautions consistent with the Centers for Disease Control guidelines and the HOST AGENCY'S standards.

Criminal Background Verification

In 2004, The Joint Commission implemented a new standard requiring that employees, volunteers and students who provide care, treatment and services to patients undergo a background check. Consistent with the terms of this AGREEMENT, it is the responsibility of SCHOOL to conduct a criminal background check for each student, SCHOOL employee, or agent prior to their presence on HOST AGENCY'S campus. Any student, SCHOOL employee, or agent that does not successfully pass in accordance with the Background Screening Scoring Guidelines, set forth below, shall not participate in medical student education unless and until HOST AGENCY agrees to accept said student, SCHOOL employee, or agent in writing.

By executing this IMPLEMENTATION LETTER, SCHOOL agrees to comply with this standard for all students, SCHOOL employees and agents participating in medical student education.

Background Screening Scoring Guidelines

Definitions

- ☐ **Non-Conviction**: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - o **Passing**: Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - o **Failing**: Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - o **Provisional**: Any active or pending case.
- ☐ **Passing Disposition**: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- ☐ **Failing Disposition**: Any disposition resulting in a Conviction or Non-Conviction (adjudication differed/withheld) that has **not** led to the case being dismissed or expunged.

Pass

Score all candidates as “Pass” for the following conditions:

- ☐ Any Misdemeanor or Felony crime with a Passing Disposition.
- ☐ Any misdemeanor (or lower) traffic violations (DUI is not considered a traffic violation).
- ☐ Any Misdemeanor with a disposition date older than 7 years, with the exception of any Misdemeanor violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.
- ☐ For California Facilities:
 - o Any Misdemeanor Marijuana offense over two years old in the state of California.

Provisional

A SCHOOL’s participating student may be approved, on a provisional basis, for participation in medical student education upon consultation with and approval by Dignity Health legal counsel or if designated by counsel, the system office Vice President of Human Resources responsible for compliance. Score all candidates as “Provisional” for the following conditions:

1. Any Misdemeanor or Felony case that is currently active or pending.
2. Any Felony with a failing disposition that is greater than 7 years old.
3. Any Misdemeanor for a violent crime, nonconsensual sexual crime, or crime against children with a Failing Disposition, regardless of time elapsed from disposition date.
4. Any Misdemeanor crime with a Failing Disposition greater than 2 years*, but less than seven years.
5. Any outstanding warrants.
6. Any Bankruptcy within the last ten years or tax liens, accounts past due or accounts in collections within the last seven years.
7. Any SSN Trace where SSN was reported as used in a Death Benefits Claim.
8. Any other finding determined to be significant enough for further review and an individualized assessment.

Fail

Score all candidates as “Fail” for the following conditions:

1. Any Felony crime with a Failing Disposition within the last 7 years.
2. Any Misdemeanor crime with a Failing Disposition within the last 2 years.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.

AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for medical students in the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education.
- The SCHOOL is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching.
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of the SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter agree as follows:

A. Responsibilities of the SCHOOL

1. The SCHOOL will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the SCHOOL's curriculum.

2. The SCHOOL will retain ultimate responsibility for the education and assessment of its students. The School's representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for medical student teaching and assessment provided pursuant to this Agreement.

3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.

5. The SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. The SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices, and that the cost of any such test will be paid by the student, if not the HOST AGENCY.

6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL'S students at the HOST AGENCY.

8. The SCHOOL warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if the SCHOOL is a public entity entitled to governmental immunity protections under applicable state law, then the SCHOOL shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the SCHOOL shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event

governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, the SCHOOL shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the HOST AGENCY.

B. Responsibilities of the HOST AGENCY

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary.

2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. The HOST AGENCY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.

4. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.

5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The SCHOOL will define, for its medical students, who bears financial responsibility for any charges generated.

6. To the extent the HOST AGENCY, generates or maintains educational records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the SCHOOL's records is required by HOST AGENCY to carry out the Program.

7. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the SCHOOL'S course director if such an action is required.

10. The HOST AGENCY shall identify a site coordinator from among its medical staff who will communicate and cooperate with the SCHOOL's clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

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5. The SCHOOL, including its faculty, staff, medical students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.

D. Term and Termination

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This IMPLEMENTATION LETTER is effective when signed by all parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Agreement and further agree to comply with its terms except as noted above.

SCHOOL: The Regents of the University of California, on behalf of the University of California, Riverside, School of Medicine

By: Deborah Deas, M.D., M.P.H.

Signature: 

Title: Dean of School of Medicine

Date: 7/31/17

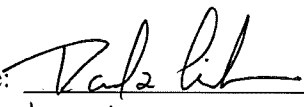
CEO, Clinical Affairs

Address: 14350-2 Meridian Pkwy

Riverside, CA 92508

HOST AGENCY: Dignity Health, a California nonprofit public benefit corporation d/b/a St. Mary's Medical Center

By: Pamela Lindemoen

Signature: 

Title: Hospital President

Date: 7/19/2017

Address: 450 Stanyan Street

San Francisco, CA 94117

CLERKSHIP DIRECTOR: _____

Date: 7/20/2017

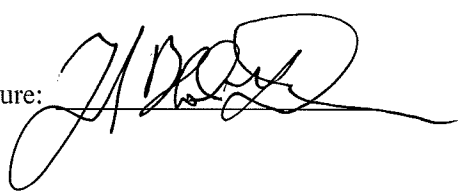
Signature: 

Exhibit A.5

Student Health Certifications

Requirements:

- (a) A tuberculosis test or chest x-ray administered no more than one year prior to initiation of medical student education;
- (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- (c) Documented history of varicella exposure or positive varicella immune titer;
- (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard;
- (e) Evidence of current (within the past ten years) tetanus toxoid;
- (f) Proof of flu vaccination within six (6) months prior to the first day of any student beginning his or her medical student education at the HOST AGENCY, or written documentation of the student declining the flu vaccination; and
- (g) Completion of the required training in blood and body fluid universal precautions consistent with the Centers for Disease Control guidelines and the HOST AGENCY'S standards.

Criminal Background Verification

In 2004, The Joint Commission implemented a new standard requiring that employees, volunteers and students who provide care, treatment and services to patients undergo a background check. Consistent with the terms of this AGREEMENT, it is the responsibility of SCHOOL to conduct a criminal background check for each student, SCHOOL employee, or agent prior to their presence on HOST AGENCY'S campus. Any student, SCHOOL employee, or agent that does not successfully pass in accordance with the Background Screening Scoring Guidelines, set forth below, shall not participate in medical student education unless and until HOST AGENCY agrees to accept said student, SCHOOL employee, or agent in writing.

By executing this IMPLEMENTATION LETTER, SCHOOL agrees to comply with this standard for all students, SCHOOL employees and agents participating in medical student education.

Background Screening Scoring Guidelines

Definitions

- ☐ **Non-Conviction:** Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - o **Passing:** Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - o **Failing:** Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - o **Provisional:** Any active or pending case.
- ☐ **Passing Disposition:** Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- ☐ **Failing Disposition:** Any disposition resulting in a Conviction or Non-Conviction (adjudication differed/withheld) that has **not** led to the case being dismissed or expunged.

Pass

Score all candidates as “Pass” for the following conditions:

- ☐ Any Misdemeanor or Felony crime with a Passing Disposition.
- ☐ Any misdemeanor (or lower) traffic violations (DUI is not considered a traffic violation).
- ☐ Any Misdemeanor with a disposition date older than 7 years, with the exception of any Misdemeanor violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.
- ☐ For California Facilities:
 - o Any Misdemeanor Marijuana offense over two years old in the state of California.

Provisional

A SCHOOL’s participating student may be approved, on a provisional basis, for participation in medical student education upon consultation with and approval by Dignity Health legal counsel or if designated by counsel, the system office Vice President of Human Resources responsible for compliance. Score all candidates as “Provisional” for the following conditions:

1. Any Misdemeanor or Felony case that is currently active or pending.
2. Any Felony with a failing disposition that is greater than 7 years old.
3. Any Misdemeanor for a violent crime, nonconsensual sexual crime, or crime against children with a Failing Disposition, regardless of time elapsed from disposition date.
4. Any Misdemeanor crime with a Failing Disposition greater than 2 years*, but less than seven years.
5. Any outstanding warrants.
6. Any Bankruptcy within the last ten years or tax liens, accounts past due or accounts in collections within the last seven years.
7. Any SSN Trace where SSN was reported as used in a Death Benefits Claim.
8. Any other finding determined to be significant enough for further review and an individualized assessment.

Fail

Score all candidates as “Fail” for the following conditions:

1. Any Felony crime with a Failing Disposition within the last 7 years.
2. Any Misdemeanor crime with a Failing Disposition within the last 2 years.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.

AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for medical students in the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education.
- The SCHOOL is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching.
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of the SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter agree as follows:

A. Responsibilities of the SCHOOL

1. The SCHOOL will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the SCHOOL's curriculum.

2. The SCHOOL will retain ultimate responsibility for the education and assessment of its students. The School's representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for medical student teaching and assessment provided pursuant to this Agreement.

3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.

5. The SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. The SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices, and that the cost of any such test will be paid by the student, if not the HOST AGENCY.

6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL'S students at the HOST AGENCY.

8. The SCHOOL warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if the SCHOOL is a public entity entitled to governmental immunity protections under applicable state law, then the SCHOOL shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the SCHOOL shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event

governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, the SCHOOL shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the HOST AGENCY.

B. Responsibilities of the HOST AGENCY

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary.

2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. The HOST AGENCY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.

4. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.

5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The SCHOOL will define, for its medical students, who bears financial responsibility for any charges generated.

6. To the extent the HOST AGENCY, generates or maintains educational records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the SCHOOL's records is required by HOST AGENCY to carry out the Program.

7. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the SCHOOL'S course director if such an action is required.

10. The HOST AGENCY shall identify a site coordinator from among its medical staff who will communicate and cooperate with the SCHOOL's clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

4. The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. The SCHOOL, including its faculty, staff, medical students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.

D. Term and Termination

This AGREEMENT is effective upon execution of the Implementation Letter by both parties to the covered clinical training experience(s) and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

F. Health Insurance Portability and Accountability Act.

Students participating in clinical training pursuant to this Agreement are members of the HOST AGENCY's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

I. Governmental Immunity

If the SCHOOL is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the SCHOOL of its governmental immunity or of its state governmental immunity; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SCHOOL of a debt, contract, or liability of the HOST AGENCY.

J. No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

K. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in the Uniform Clinical Affiliation Agreement Implementation Letter.

L. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

M. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

N. Headlines

Headlines in this AGREEMENT are for convenience only.

O. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Uniform Clinical Affiliation Agreement Implementation Letter.

EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The SCHOOL holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term “teacher” is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Medical educators have a duty to convey the knowledge and skills required for delivering the profession’s standard of care and also to instill the values and attitudes required for preserving the medical profession’s social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive

- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision.

Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT IMPLEMENTATION LETTER

The purpose of this letter is to provide a record of the clinical training affiliation agreement between the SCHOOL and the HOST AGENCY with respect to a clinical training experience for the SCHOOL'S registered students, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015), which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions (if none, please indicate by writing "none"):

- Section A.5. shall be modified so that the required criminal background check and immunizations are conducted pursuant to and in accordance with applicable Dignity Health policy as set forth in more detail in the attached Exhibit A.5.
- Section A.6. shall be modified to require SCHOOL to advise students that HOST AGENCY'S rules, regulations and policies shall include (a) the Statement of Common Values, as adopted by Dignity Health and, if HOST AGENCY is a Catholic-sponsored facility, the Ethical and Religious Directives for Catholic Health Facilities, as adopted by the United States Conference of Catholic Bishops; (b) HOST AGENCY'S corporate integrity program and any Dignity Health Corporate Integrity Agreement(s); (c) Dignity Health's Standards of Conduct; (d) HOST AGENCY'S medical staff bylaws, rules and regulations, and (e) all applicable federal, state, and local laws and regulations.
- Section B.7 shall be modified to read as follows:

HOST AGENCY, at its own sole cost and expense, shall insure its activities in connection with this AGREEMENT and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self-insure, as follows:

Professional Liability: (MINIMUM LIMITS)

a. Each Occurrence	\$1,000,000
b. General Aggregate	\$3,000,000

If such insurance is written on a claims made form, following termination of the AGREEMENT, coverage shall survive for five (5) years following termination of this AGREEMENT. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the AGREEMENT and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the HOST AGENCY shall obtain extended reporting (tail) coverage for the remainder of the five (5) year-period.

General Liability: Comprehensive or Commercial Form (MINIMUM LIMITS)

a. Each Occurrence	\$1,000,000
b. Products Completed Operations Aggregate	\$2,000,000*
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$2,000,000*
*(\$1,000,000 for comprehensive form)	

However, if such insurance is written on a claims made form following termination of the AGREEMENT, coverage shall survive for a period of not less than five years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the AGREEMENT.

Workers' Compensation Insurance as required under California state law.

It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability of HOST AGENCY.

Upon SCHOOL's request, HOST AGENCY shall supply a certificate or certificates of insurance or self-insurance to SCHOOL, evidencing coverages in the amounts and for the perils listed above. Certificate(s) shall name the SCHOOL as an additional insured under (a) and (b), above, obligate the insurer to notify SCHOOL at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by the SCHOOL. Premiums on all insurance policies shall be paid directly by HOST AGENCY.

- Section C.3. shall be modified to read as follows:

The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent staff members (each, a "CLERKSHIP DIRECTOR") in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

- Section C shall be modified to add the following subsection 7 to read as follows:

SCHOOL shall defend, indemnify and hold HOST AGENCY, its directors, officers, employees, agents and Medical Staff harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents or TRAINEES.


HOST AGENCY shall defend, indemnify and hold SCHOOL, its regents, directors, officers, employees, agents and TRAINEES harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of HOST AGENCY, its officers, employees, agents or Medical Staff.

[signature page follows]

This IMPLEMENTATION LETTER is effective when signed by all parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Agreement and further agree to comply with its terms except as noted above.

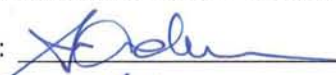
SCHOOL: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation on behalf of THE UNIVERSITY OF CALIFORNIA, RIVERSIDE, SCHOOL OF MEDICINE

By: Deborah Dras, MD, MPH
Title: Dean, School of Medicine
CEO, Clinical Affairs
Address: SOM Education Building
900 University Avenue
Riverside, CA 92521

Signature: 
Date: 7/11/2018

HOST AGENCY: Dignity Health, a California nonprofit public benefit corporation doing business as Marian Regional Medical Center (Santa Maria and Arroyo Grande campuses)
Pacific Central Coast Health Centers, a California nonprofit public benefit corporation

By: SUE ANDERSON
Title: VP/CFO
Address: 1400 Church St.
Santa Maria, CA 93454

Signature: 
Date: 7/2/18

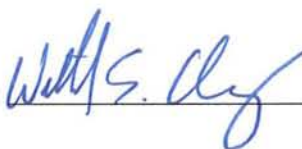
CLERSKSHIP DIRECTOR: WILLARD CHUNG Signature: 
Date: 7-2-18

Exhibit A.5

Student Health Certifications

Requirements:

- (a) A tuberculosis test ("PPD") or chest x-ray administered no more than one year prior to initiation of medical student education;
- (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- (c) Documented history of varicella exposure or positive varicella immune titer;
- (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard;
- (e) Evidence of current (within the past ten years) tetanus toxoid;
- (f) Proof of flu vaccination within six (6) months prior to the first day of any student beginning his or her medical student education at the HOST AGENCY, or written documentation of the student declining the flu vaccination; and
- (g) Completion of the required training in blood and body fluid universal precautions consistent with the Centers for Disease Control guidelines and the HOST AGENCY'S standards.

Criminal Background Verification

In 2004, The Joint Commission implemented a new standard requiring that employees, volunteers and students who provide care, treatment and services to patients undergo a background check. Consistent with the terms of this AGREEMENT, it is the responsibility of SCHOOL to conduct a criminal background check for each student, SCHOOL employee, or agent prior to their presence on HOST AGENCY'S campus. Any student, SCHOOL employee, or agent that does not successfully pass in accordance with the Background Screening Scoring Guidelines, set forth below, shall not participate in medical student education unless and until HOST AGENCY agrees to accept said student, SCHOOL employee, or agent in writing.

By executing this IMPLEMENTATION LETTER, SCHOOL agrees to comply with this standard for all students, SCHOOL employees and agents participating in medical student education.

Background Screening Assessment Guidelines for Criminal Histories and Credit Histories

Definitions

- **Non-Conviction**: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - o **Passing**: Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - o **Disqualifying**: Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - o **Provisional**: Any active or pending case.
- **Passing Disposition**: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- **Disqualifying Disposition**: Any disposition resulting in a Conviction or Non-Conviction (adjudication deferred/withheld that has **not** led to the case being dismissed or expunged).

Pass

The following results shall not be considered Disqualifying. Assess the following results as "Pass":

- Any Misdemeanor or Felony with a Passing Disposition.

- Any Misdemeanor (or lower) for a traffic violation (DUI and driving without a license are not considered traffic violations).
- For California : Any Misdemeanor or Felony with a disposition date older than 7 years.
- For California : Any Misdemeanor Marijuana offense over two years old.
- For Nevada facilities and system offices: Any Misdemeanor or Felony with a disposition date older than 7 years, with the exception of any of the following crimes with a Disqualifying Disposition: murder; voluntary manslaughter; mayhem; assault or battery with intent to kill or to commit sexual assault or mayhem; sexual assault; statutory sexual seduction; incest; lewdness or indecent exposure; any other sexually related crime that is punished as a felony; a crime involving domestic violence that is punished as felony; abuse or neglect of a child or contributory delinquency; abuse, neglect exploitation or isolation of older persons or vulnerable persons; any other felony involving the use or threatened use of force or violence against the victim or the use of a firearm or other deadly weapon.

Provisional

The following results are potentially Disqualifying, and are thus designated “Provisional” pending further individualized assessment and evaluation. Applicants with a “Provisional” record may be approved for hire by the head of Human Resources for the Dignity Health facility or system office. The head of Human Resources shall consult with Dignity Health legal counsel in making such decisions when appropriate.

The following results shall be considered “Provisional”:

- Any Misdemeanor or Felony case that is currently active or pending.
- For Nevada: Any one of the crimes specifically enumerated above with a Disqualifying disposition.
- Any Misdemeanor with a Disqualifying Disposition greater than 2 years*, but less than 7 years.
- Any outstanding warrants.
- Any bankruptcy within the last 10 years or tax liens
- More than 5 accounts past due or more than 2 accounts in collections within the last 7 years where the balance owing exceeds \$5,000.
- Any SSN Trace where the SSN was reported as used in a Death Benefits Claim.
- Any other finding determined to be significant enough for further review and an individualized assessment.

Disqualifying

The following conditions will generally disqualify a candidate unless in the course of the individualized assessment it is determined that there are significant mitigating factors or other compelling information:

- Any Felony with a Disqualifying Disposition within the last 7 years.
- Any Misdemeanor with a Disqualifying Disposition within the last 2 years.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.